

This instrument was prepared by:

Name: Simon Ferro
Address: Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131
(305)579-0500

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS FOR MIAMI-DADE COUNTY

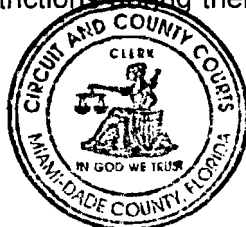
WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the **County** that the representations made by the owner during consideration of Public Hearing **No. Z06-037** will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by **Manuel G. Vera & Associates**, dated **02-02-06, last revised 06-30-06 and dated stamped received May 25, 2007** (hereinafter referred to as the "Site Plan"), said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement. Tract A of the Site Plan has been previously approved as a home for the aged and may continue to be operated as such; however, if said use is terminated, Tract A may be developed in accordance with EU-1 zoning regulations including the use of SUR's if the owner should desire.
- (2) Prior to final plat approval, owner shall purchase and submit to Miami-Dade County Severable Use Rights (SURs) to develop the Property in accordance with the Site Plan.
- (3) The existing home for the aged located on Tract A of the Site Plan shall be staffed with at least one caregiver 24 hours a day.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of,



and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

ACKNOWLEDGMENT INDIVIDUAL

Signed, witnessed, executed and acknowledged on this 30 day of August, 2007.

WITNESSES:

[Signature]
Signature
MATILDO LINARES
Print Name
[Signature]
Signature
Karins Palacios
Print Name

JULIO C. MOLINA

[Signature]
Individual Signature
Address:
29100 S.W. 172 Avenue
Miami, FL 33030

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by JULIO C. MOLINA, who is personally known to me or has produced Driver License, as identification.

Witness my signature and official seal this 30 day of August, 2007, in the County and State aforesaid.



My Commission Expires:

[Signature]
Notary Public-State of Florida
Claudia Saldarriaga
Print Name

Loan # 908-3011878414

Loan # 116-752334441

(Space reserved for Clerk)

JOINDER BY MORTGAGEE CORPORATION

The undersigned **WASHINGTON MUTUAL BANK**, a Federal Association, which is organized and existing under the laws of the United States of America, and Mortgagee under the following mortgages:

1. From **Julio C. Molina, a married man, joined by his wife, Negui Molina** dated the **8th** day of **December, 2006**, and recorded in Official Records Book **25192**, Page **1318**, of the Public Records of Miami-Dade County, Florida, **under loan No. 3011878414**, covering all/or a portion of the property described in the foregoing agreement;

2. From **Julio Molina, a married man, joined by his wife, Negui Molina** dated the **8th** day of **December, 2006**, and recorded in Official Records Book **25192**, Page **1341**, of the Public Records of Miami-Dade County, Florida, **under loan No. 0752334441**, covering all/or a portion of the property described in the foregoing agreement.

Washington Mutual Bank does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 14 day of September, 2007.

Witnesses:

Robyn Jones
Signature

Robyn Jones
Print Name

Sharon Clifford
Signature

Sharon Clifford
Print Name

WASHINGTON MUTUAL BANK
2210 ENTERPRISES DR.
FLORENCE SC 29501

By Wendy A Buchner
Print Name: Wendy A Buchner, AVP
(President, Vice-President or CEO*)

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF South Carolina
COUNTY OF Florence

The foregoing instrument was acknowledged before me by Catherine Smith
the Wendy A Buchner, Assistant Vice President
(Name) (Title)
of **Washington Mutual Bank**, on behalf of the bank. He/She is personally known to me or has produced SCDL, as identification.

Witness my signature and official seal this 14 day of September, 2007, in the County and State aforesaid.

Catherine Smith
NOTARY PUBLIC
State of South Carolina

Catherine Smith
Notary Public-State of South Carolina
Catherine Smith
My Commission Expires: 12-29-07

EXHIBIT "A"

ENTIRE PARCEL

ENTIRE LEGAL DESCRIPTION

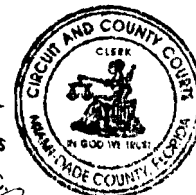
THE NORTH $\frac{1}{2}$, OF THE SOUTH $\frac{1}{2}$, OF THE NE $\frac{1}{4}$, OF THE SW $\frac{1}{4}$, OF SECTION 6, TOWNSHIP 57 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

TRACT "A", LESS THAN THE SOUTH $\frac{1}{2}$, OF PORVENIR NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 05 day of
MARCH, A.D. 2008
WITNESS my hand and Official Seal
HARVEY RUVIN, CLERK, of Circuit and County Courts

By [Signature] D.C.



2177

OPINION OF TITLE FOR MIAMI-DADE COUNTY

To: **Miami-Dade County**

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement affecting the real property hereinafter described it is hereby certified that I have examined Title Commitment No. OPM2596633 issued by STEVEN M. LEE, P.A., AGENT NO. 17054 as agents for ATTORNEYS' TITLE INSURANCE FUND, INC. ("Title Commitment") and an updated title search certified by ATTORNEYS' TITLE INSURANCE FUND, INC. (Title Insurance), last dated August 30, 2007 ("Title Search"), covering the period from December 30, 2004 to August 14, 2007 at 11:00 p.m.; and a second updated title search certified by ATTORNEYS' TITLE INSURANCE FUND, INC. (Title Insurance), last dated October 10, 2007 ("Title Search"), covering the period from August 12, 2007 at 8:00 a.m. to September 26, 2007 at 11:00 p.m.; a third updated title search certified by ATTORNEYS' TITLE INSURANCE FUND, INC. (Title Insurance) last dated November 20, 2007 ("Title Search"), covering the period from September 26, 2007 at 8:00 a.m. to November 6, 2007 at 11:00 p.m.; and a fourth updated title search certified by ATTORNEYS' TITLE INSURANCE FUND, INC. (Title Insurance) last dated January 9th, 2008 ("Title Search"), covering the period from September 26, 2007 at 8:00 a.m. to December 23, 2007 at 11:00 p.m.; and a fifth updated title search certified by ATTORNEYS' TITLE INSURANCE FUND, INC. (Title Insurance) last dated January 18th, 2008 ("Title Search"), covering the period from December 23, 2007 at 8:00 a.m. to January 6th at 11:00 p.m.

inclusive of the following described property:

SEE ATTACHED EXHIBIT "A"

Basing my opinion on the evidence described above, I am of the opinion that on the last mentioned date the fee simple title to the above-described real property was vested in:

JULIO C. MOLINA

Note: For Limited Partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. RECORDED MORTGAGES:

1. Mortgage to Washington Mutual Bank, mortgagee(s), recorded under O.R. Book 25192, Page 1318, Public Records of Miami-Dade County, Florida.
2. Mortgage to Washington Mutual Bank, mortgagee(s), recorded under O.R. Book 25192, Page 1341, Public Records of Miami-Dade County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

1. Taxes for the year 2007, which are not yet due and payable.
2. Taxes for the year 2006, paid.
3. Judgments and/or liens against Julio Molina, or a similar name, certified copies of which are recorded in the following Books and Pages: 25252/909; 25005/2186; 25373/1217; 25154/3177; 24866/205; 19287/1558.
4. All matters contained on the Plat of Porvenir No. 4, as recorded in Plat Book 43, Page(s) 17, Public Records of Miami-Dade County, Florida.
5. Reservations contained in those certain Covenants Running with the Land recorded in O.R. Book 17617, Page 1599; O.R. 17650, Page 2681 and O.R. Book 18950, Page 1847, Public Records of Miami-Dade County, Florida.
6. Restrictions, dedications and easements et forth in Plat of Porvenir Unit Four, Second Partial Amended, recorded in Plat Book 43, Page 17 of the Public Records of Miami-Dade County, Florida.
7. Covenant Running with the Land recorded January 18, 2000 in Official Records Book 18950, Page 1847, of the Public Records of Miami-Dade County, Florida.
8. Covenant Running with the Land recorded April 28, 1997 in Official Records Book 17617, Page 1599 of the Public Records of Miami-Dade County, Florida.
9. Order of the Environmental Quality Control Board granting variance subject to conditions recorded March 23, 1997 in Official Records Book 17650, Page 2681, of the Public Records of Miami-Dade County, Florida.

3. **GENERAL EXCEPTIONS:**

Unless satisfactory evidence is presented to the agent eliminating the need for standard exceptions, the following should be made a part of any commitment or policy.

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

7. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

4. **SPECIAL EXCEPTIONS:**

- a) Mortgage to Washington Mutual Bank, mortgagee(s), recorded under O.R. Book 25192, Page 1318, Public Records of Miami-Dade County, Florida.
- b) Mortgage to Washington Mutual Bank, mortgagee(s), recorded under O.R. Book 25192, Page 1341, Public Records of Miami-Dade County, Florida.
- c) Taxes for the year 2007, which are not yet due and payable.
- d) Taxes for the year 2006, paid.
- e) All matters contained on the Plat of Porvenir No. 4, as recorded in Plat Book 43, Page(s) 17, Public Records of Miami-Dade County, Florida.
- f) Reservations contained in those certain Covenants Running with the Land recorded in O.R. Book 17617, Page 1599; O.R. 17650, Page 2681 and O.R. Book 18950, Page 1847, Public Records of Miami-Dade County, Florida.
- g) Judgments and/or liens against Julio Molina, or a similar name, certified copies of which are recorded in the following Books and Pages: 25252/909; 25005/2186; 25373/1217; 25154/3177; 24866/205; 19287/1558.
- h) Agreement/Declaration of Restrictions in Favor of the School Board of Miami-Dade County, Florida recorded in O.R. Book 26121 Page 1230.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
WASHINGTON MUTUAL BANK	Mortgagee	4 (a)(b)
JULIO C. MOLINA	Owner	

I *HEREBY CERTIFY* that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

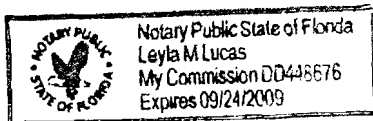
Respectfully submitted this 22nd day of January, 2008.

SIMON FERRO, ESQ.
GREENBERG TRAUBIG, P.A.
1221 Brickell Avenue
Miami, Florida 33131
PH: 305-579-0500


Florida Bar No. 0258921

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 22nd day of January, 2008 by Simon Ferro who is personally known to me.



My Commission Expires:



Notary Public
Leyla M Lucas
Print Name

EXHIBIT "A"

ENTIRE PARCEL

ENTIRE LEGAL DESCRIPTION

THE NORTH $\frac{1}{2}$, OF THE SOUTH $\frac{1}{2}$, OF THE NE $\frac{1}{4}$, OF THE SW $\frac{1}{4}$, OF SECTION 6, TOWNSHIP 57 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

TRACT "A", LESS THAN THE SOUTH $\frac{1}{2}$, OF PORVENIR NO. 4, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 43, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.



CFN 2007R1207680
OR Bk 26121 Pgs 1230 - 1236 (7pgs)
RECORDED 12/21/2007 10:12:02
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared under the supervision of:

Name: Simon Ferro, Esq.
Address: Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, FL 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS
IN FAVOR OF THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

WHEREAS, the undersigned Owners hold the fee simple title to that certain parcel of land located in unincorporated Miami-Dade County, Florida (the "Property"), which is legally described in Exhibit "A" to this Declaration; and

WHEREAS, the Property is the subject of an application for public hearing (the "Application"), which is currently pending as Public Hearing No. Z06-0037 with Miami-Dade County, which seeks a district boundary change on the Property from EU-1 and AU to EU-1 to permit the development of a residential community on the Property; and

WHEREAS, the Owners desire to help mitigate the future public school needs generated by the Application; and

WHEREAS, the School Board of Miami-Dade County ("School Board") has developed criteria by which to calculate the amount of the contribution necessary for the Applicant to mitigate such impacts based on the estimated amount of the educational facilities impact fees to be paid by the Applicant (the "Estimated Impact Fees") pursuant to Section 33K of the Miami-Dade County Code of Ordinances (estimated by School Board for purposes of this Declaration at \$14,400.00) and the actual cost of providing additional student stations generated by the Applicant; and

NOW, THEREFORE, IN ORDER TO ASSURE the School Board, that the representations made by the Owners during the consideration of the Application will be abided